ilar provision was upheld in the case there noted. Such time limit must be reasonable in its effect on both parties. The instant case assumes this point as to the facts in hand in sustaining the general proposition that limitations are valid. The issue involved in the opinion of the court lies in the interpretation of the term "transportation" as used in the Hepburn Amendment. To determine this question the court resorts to the case of *Cleveland, Cincinnati, Chicago and St. Louis Railway Company* v. *Dittelbach,* 239 U. S. 588, purporting to find there authority in point. That case involved the extent of the railway company's liability for services extrinsic to those ordinarily assumed under the common law but imposed by the Amendment. The goods were still in the hands of the company and plaintiff had not accepted a delivery thereof. Under the circumstances, the court held the term "transportation" included storage and all other services rendered or imposed after arrival and that since the goods had not been delivered to the consignee the nature of the position of the company, in view of the Amendment became immaterial. No question of delivery was involved. As pointed out by Clarke, J., delivery is the one thing present in this case which changes the carrier relation. The property had been accepted by the consignee and since nothing further remained to be done by the carrier, delivery was complete. *St. Louis S. W. Ry. Co.* v. *Crawford* (Texas) 35 S. W. 748. Commonly, it is true, the relation of carrier continues after arrival for a reasonable time to allow removal. *Columbus W. Ry. Co.* v. *Ludden,* 89 Ala. 612; *Rome R. Co.* v. *Sullivan,* 14 Ga. 277; *McMillan* v. *M. S. & N. J. R. R. Co.,* 16 Mich. 79; *Winslow* v. *Vermont & M. R. Co.,* 42 Vt. 700. But a delivery and acceptance at any time after arrival may terminate the relation. *Texas & Pacific Ry. Co.* v. *Schneider,* 1 White & W. Civ. Cas. Ct. App. sec. 119. Nothing in the Hepburn Act in any way affects these several rights. Its application therefore in this case hardly warrants the decision.

CONSTITUTIONAL LAW—DEFINITION OF AMENDMENT.—Plaintiff seeks a writ of mandamus commanding the Secretary of State to publish an amendment to the state Constitution, approved by a majority of the electors voting at the election of November, 1918. Defendant set up an amendment, submitted at the same election, which amendment was in conflict with, and approved by a larger majority than that set up by plaintiff. Held, the constitutional provision that, of two conflicting proposed amendments approved at the same election the one receiving the highest affirmative vote shall be the amendment, is applicable. In his opinion, Johnson, J., further declared, "an amendment to the constitution, which is made by the addition of a provision on a new and independent subject, is a complete thing in itself, and may be wholly disconnected with other provisions of the constitution; such amendments, for instance, as the first ten amendments to the constitution of the United States. These were therein referred to as articles in addition to and amendment of the constitution." *State* v. *Fulton* (Ohio, 1919), 124 N. E. 172.

The quotation would seem to be *dictum,* but it is interesting on account of its possible bearing on the Eighteenth Amendment to the Federal Constitution. The Eighteenth Amendment does not alter or change any article in the

present constitution, but consists entirely of new matter; and it is possible that, failing in other points of attack, its opponents may resort to this feature. However, it is submitted that the view of the court in the instant case is the only one tenable. Amendment is defined in the Century Dictionary as "An alteration * * * in a constitution; a change made in a law either by way of correction or addition." Furthermore, common sense points out that an amendment like the Eighteenth, though it may not alter the subject matter of any part of the present constitution, certainly changes the whole by enlarging its scope. A number of the earlier amendments to the Federal Constitution, especially the Sixth, Seventh, and Fourteenth, contained new matter, but they have come down to the present time without any serious contest on this point. See also: *People* v. *Sours,* 31 Colo. 369; *Livermore* v. *Waite,* 102 Cal. 113.

COVENANTS—BUILDING RESTRICTIONS—PORCHES AND PORTE-COCHERES EXCEPTED.—A deed prohibited the grantee from erecting any building "except a division fence of [*sic*] porte-cochere or porch within five feet from the side line of said lot." The grantee erected a structure over the drive way within the five foot limit, which had, for the lower part, solid side walls, and removable hanging doors for the front and rear openings, and the grantee used this for housing his automobile. Above this as a second story, he erected a room, inclosed on the three exterior sides mainly by windows and containing a hot water radiator, which room he used as a sleeping porch. All of this structure was attached to the house. *Held,* that this was a porte-cochere below and porch above within the exception to the building restriction, and not a violation thereof. *Conrad* v. *Boogher* (Mo., 1919), 214 S.W. 211.

In the matter of building restrictions the courts have had to deal with the problem as to whether a certain structure is a part of the "building," as intended by the restriction, or whether it is a porch, porte-cochere, or bay window and not a part of the building. These cases may be divided into two classes; first, where no express exception of porches, porte-cocheres and bay windows is made in the deed, and second, where such an express exception is made. The same principles apply, however, to both classes of cases. In the first class, an early Illinois case, *Hawes* v. *Favor,* 161 Ill. 441, held an open wooden porch not to be a part of the "building," and so not within the restriction as to placing a building within a certain limit. However in a later case *O'Gallagher* v. *Lockhart,* 263 Ill. 489, 52 L. R. A. N. S. 1044 (Note), when the court encountered the proposition of the modern three-story, brick, apartment house porch, they held it to be a part of the "building" and so a violation of the building line restriction. This same view has been taken by other jurisdictions where the appendage or construction practically frustrates the intention of the parties to the building restriction. *Bagnall* v. *Davies,* 140 Mass. 76; *Ogontz Land Co.* v. *Johnson,* 168 Pa. St. 178; *Supplee* v. *Cohen,* 81 N. J. Eq. 500; *Alderson* v. *Cutting,* 163 Cal. 503. Also see comment on *O'Gallagher* v. *Lockhart, supra,* in 13 MICH. L. REV. 162 for this phase. In the second class of cases where porches, porte-cocheres and bay windows are expressly excepted Illinois has held, contra to the principal case, that a solid, closed-in